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OF COUNSEL
URBAN A. LESTER

June 12, 2009

RECORDATION NO. 27842-A FILED

JUN 12 '09 -1 0 0 PM

SURFACE TRANSPORTATION BOARD

Anne K. Quinlan, Esq.
Acting Secretary
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment and Assumption Agreement, dated as of June 12, 2009, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease previously filed with the Board under Recordation Number 27842.

The names and addresses of the parties to the enclosed document are:

Assignor:	Napa Trust c/o Wilmington Trust Company, not in its individual capacity but solely as Bank Trustee 1100 North Market Street Wilmington, Delaware 19890
Assignee:	Trinity Chemical Leasing, L.L.C PO Box 701436 Tulsa, Oklahoma 74170
Lessee:	Linde, LLC (f/k/a The BOC Group, Inc.) 575 Mountain Avenue Murray Hill, New Jersey 07974

- Anne K. Quinlan, Esq.
- June 12, 2009
Page 2

A description of the railroad equipment covered by the enclosed document is:

20 railroad tank cars: TIMX 201000 – TIMX 201019.

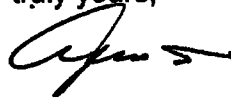
A short summary of the document to appear in the index is:

Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bhs
Enclosures

JUN 12 '09

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SURFACE TRANSPORTATION BOARD

Counterpart No. ___ of ___ Counterparts. Only Counterpart No. 1 shall be deemed the original for chattel paper and security interest purposes.

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT dated June 12, 2009 (this "Assignment"), made among NAPA TRUST, a Delaware business trust ("Assignor"), having its principal place of business c/o Wilmington Trust Company, as Bank Trustee, Corporate Financial Services Division, Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890, TRINITY CHEMICAL LEASING, LLC, an Oklahoma limited liability company ("Assignee"), having its principal place of business at P.O. Box 701436, Tulsa, Oklahoma 74170, and LINDE LLC (formerly Linde, Inc.), a Delaware limited liability company ("Lessee"), having its principal place of business at 575 Mountain Avenue, Murray Hill, New Jersey 07974.

WITNESSETH

WHEREAS, Assignor, as lessor and Lessee, as lessee, have entered into a Master Rail Lease Agreement, dated as of January 1, 2009, together with Lease Schedule 001 thereto, dated as of January 1, 2009 (the "Lease"), pursuant to which Assignor has leased to Lessee twenty (20) 20,110 gallon, non-coiled foam insulated railroad tank cars, DOT 105S500W, manufactured by Trinity Industries with reporting marks and running numbers TIMX 201000 to and including TIMX 201019 (the "Cars")

WHEREAS, the Assignor is simultaneously herewith transferring to the Assignee, among other things, all of the Assignor's right, title and interest in and to the Cars;

WHEREAS, the Assignor desires to assign all of its rights in and to the Lease to the Assignee and the Assignee desires to assume all of the obligations of the Assignor under the Lease.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

Section 1. Assignment. As of the date hereof, the Assignor hereby sells, assigns, transfers and conveys to the Assignee all of the Assignor's right, title and interest in and to the Lease except such rights of Assignor as have accrued to Assignor prior to the date hereof

Section 2. Assumption by Assignee. The Assignee hereby accepts the foregoing assignment and assumes all of the duties and obligations of Assignor whenever accrued (other than the duties and obligations of Assignor with respect to all periods prior to the date hereof) contained in the Lease and hereby confirms that it shall be deemed a party to the Lease as if named as Lessor thereunder.

Section 3. Release of Assignor. Except for duties and obligations not assumed pursuant

to Section 2 hereof, upon the execution of this Assignment, Assignor shall have no further duty or obligation under the Lease.

Section 4. Agreements of Lessee. As of and from the date hereof, Lessee hereby (i) acknowledges the assignment of the Lease pursuant to this Assignment and (ii) releases Assignor from Assignor's duties and obligations under the Lease in accordance with Section 3 above.

Section 5. Amendments to Schedule. Schedule 001 is amended as follows:

(a) Item 4 thereof is amended by deleting the account information therein and substituting therefor the following account:

Financial Institution: Arvest Bank
502 South Main Mall
Tulsa, Oklahoma 74103
ABA Number: 103112976
Account Number: 1564743
Account Name: Trinity Chemical Industries, L.L.C.
Reference: Linde

(b) Item 10 thereof is amended by deleting the additional insureds therein and substituting therefor the following: "Trinity Chemical Leasing, LLC"

Section 6. Successors and Assigns. This Assignment shall be binding upon, and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, transferees and assigns.

Section 7. Applicable Law. THIS ASSIGNMENT SHALL IN ALL RESPECTS BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 8. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be an original document and all of which together shall constitute but one and the same Assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed all as of the date first above written, and the undersigned hereby declare pursuant to 28 U.S.C. Section 1746 under penalty of perjury that the foregoing is a true and correct document and was executed on the date indicated below their signatures.

ASSIGNOR:
NAPA TRUST

By: WILMINGTON TRUST COMPANY,
not in its individual capacity but solely as Trustee

BY: [Signature]

NAME: Jose L. Paredes
Assistant Vice President

TITLE: _____

DATED: 6/12/09

I, Jose L. Paredes certify that I am the A.V.P. of Wilmington Trust Company, that this Assignment, Assumption and Consent Agreement was signed on behalf of the Assignor with due authorization and that the execution of this instrument was the free act and deed of the Assignor. I further certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on 6/12, 2009.

Signature [Signature]

ASSIGNEE:
TRINITY CHEMICAL LEASING, LLC

By: _____

NAME: _____

TITLE: _____

DATED: _____

I _____ certify that I am the _____ of Trinity Chemical Leasing, LLC, that this Assignment, Assumption and Consent Agreement was signed on behalf of the Assignee with due authorization and that the execution of this instrument was the free act and deed of the Assignee. I further certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on _____, 2009.

Signature _____

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed all as of the date first above written, and the undersigned hereby declare pursuant to 28 U.S.C. Section 1746 under penalty of perjury that the foregoing is a true and correct document and was executed on the date indicated below their signatures.

ASSIGNOR:
NAPA TRUST

By: WILMINGTON TRUST COMPANY,
not in its individual capacity but solely as Trustee

BY: _____

NAME: _____

TITLE: _____

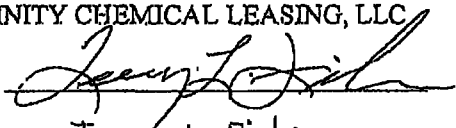
DATED: _____

I _____ certify that I am the _____ of Wilmington Trust Company, that this Assignment, Assumption and Consent Agreement was signed on behalf of the Assignor with due authorization and that the execution of this instrument was the free act and deed of the Assignor. I further certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on _____, 2009.

Signature _____

ASSIGNEE:
TRINITY CHEMICAL LEASING, LLC

By: 

NAME: Terry L. Fisher

TITLE: Vice-President

DATED: JUNE 12, 2009

I Terry L. Fisher certify that I am the Vice-President of Trinity Chemical Leasing, LLC, that this Assignment, Assumption and Consent Agreement was signed on behalf of the Assignee with due authorization and that the execution of this instrument was the free act and deed of the Assignee. I further certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on JUNE 12, 2009.

Signature 

Acknowledged and Agreed to:

LESSOR:
LINDE LLC

BY:

NAME

Erica Britzman

TITLE

Buyer

I Erica Britzman certify that I am the Buyer of LINDE LLC that this Assignment and Assumption Agreement was signed on behalf of the Lessee with due authorization and that the execution of this instrument was the free act and deed of the Lessee. I further certify under penalty of perjury that the foregoing is true and correct.

Executed on Jan 11, 2009.

Signature

Erica Britzman

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

6/12/09



Robert W. Alvord